

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 990-0011		PAGE OF PAGES 1 51	
2. CONTRACT NUMBER		3. AWARD/EFF. DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 52SBN57C1031		6. SOLICITATION ISSUE DATE 03/14/97
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME ROMENA R. MOY		b. TELEPHONE NUMBER (No Collect Calls) (301) 975-4999		8. OFFER DUE DATE/LOCAL TIME 04/10/97 3:00 P.M. local	
9. ISSUED BY NAT'L INSTITUTE OF STANDARDS & TECH ACQUISITION & ASSISTANCE DIVISION BUILDING 301, ROOM B117 GAITHERSBURG, MD 20899-0001		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR <input checked="" type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES <input type="checkbox"/> 8(A) SIC: 2759 FSC: SIZE STANDARD: \$5,000,000.00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING NS 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Delivery Instructions will be provided per individual task order				CODE		16. ADMINISTERED BY NATL INSTITUTE OF STANDARDS & TECH ACQUISITION AND ASSISTANCE DIV BUILDING 301, ROOM B117 GAITHERSBURG, MD 20899-0001	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.				CODE		18a. PAYMENT WILL BE MADE BY NATL TECHNICAL INFORMATION SERVICES GENERAL LEDGER DIVISION 5285 PORT ROYAL ROAD, ROOM 206F SPRINGFIELD, VA 22161 GAITHERSBURG, MD 20899-0001	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SEE ATTACHED SCHEDULE OF PRICING FOR PRINTING SERVICES						
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAULINE E. MALLGRAVE		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		37. CHECK NUMBER	
				42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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A.1 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totalling a minimum of \$2,500.00 per each year per contract award. The amount of all orders per contract shall not exceed \$500,000.00 during the performance year. The total maximum value of each contract will not exceed \$2,500,000.00 over the life of each contract (inclusive of options).

A.2 CEILING PRICE

The ceiling price will be specified on each task order. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price identified in each task order, except at the Contractor's own risk.

A.3 PERIOD OF PERFORMANCE

The period of performance of this contract is from the effective date of contract award through ONE (1) YEAR THEREAFTER. If an option year is exercised, the period of performance will be extended to include that option year. Each task order will have its own specific period of performance.

A.4 OPTION TO EXTEND THE TERM OF THE
CONTRACT--FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional 1-year period(s). If more than thirty (30) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last thirty (30) days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

Period	Start Date	End Date
Option I	One (1) Year After Contract Award	One (1) Year Thereafter
Option II	One (1) Year	One (1) Year

A.4 (Continued)

	After Exercise of Option I	Thereafter
Option III	One (1) Year After Exercise of Option II	One (1) Year Thereafter
Option IV	One (1) Year After Exercise of Option III	One (1) Year Thereafter

A.5 DELIVERY LOCATION AND SCHEDULE

Delivery locations and delivery schedules will be identified on each individual task order.

A.6 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes within the requirements of this contract and notwithstanding any provisions contained elsewhere, this authority remains solely within the Contracting Officer's discretion. In the event that the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover an increase in costs incurred as a result thereof.

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work;
- (b) waive any requirement of this contract; or
- (c) modify any term or condition of this contract.

A.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) TO BE DETERMINED UPON CONTRACT AWARD , is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, . His telephone number is Area Code .

(b) The responsibilities and limitations of the COTR are as follows:

A.7 (Continued)

(1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

A.8 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT PROPERTY

(a) The Contractor assumes full responsibility for, and shall indemnify the Government for any and all loss or damage of whatever kind to any Government property while in the care and custody of the Contractor. Damage to Government property resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor may result in termination of the contract.

The Contractor shall store Government provided property in an environmentally controlled area.

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor gains access to by virtue of the provisions of this Contract, that are not for public disclosure.

All materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this contract, are the exclusive property of the Government. Upon completion or termination of the contract or any task order issued under this contract, the Contractor shall turn over to the Government all materials (copies included) that were furnished by the Government, and all materials that were developed by the Contractor in the performance of this contract

A.9 STATEMENT OF WORK/SPECIFICATIONS

A. SCOPE

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work.

B. BACKGROUND

The Department of Commerce's National Technical Information Service (NTIS) uses non-appropriated funding to purchase NTIS inventory in order to accomplish its mission of making government information available to the public.

C. OBJECTIVE

This solicitation establishes a contract to accept electronic files, conversion to camera copy, reproduction, binding, packaging and distribution of printed products in response to the requirements of the Printing Service, NTIS, U.S. Department of Commerce.

Tasks will include, but are not limited to:

1. Conversion of electronic files for camera copy
2. Printing
3. Binding (saddle, perfect)
4. Packing
5. Distribution

Office of Production Service and/or a Federal source will jointly develop tasks issued under this contract.

D. DESCRIPTION OF SERVICES

The Contractor shall manage and administer the work in such a manner as to complete all requirements as prescribed by the individual delivery orders issued under this contract. Technical management planning, contracts control, quality assurance, scheduling and coordination activities are required. This includes internal management within the Contractor's organization and management activities necessary for reporting progress, demonstrating results and coordinating technical activities with NTIS.

When subcontractors are used, the Contractor shall ensure that all management, schedule control, reporting, quality assurance, and review requirements are fulfilled for all subcontracted items. The Contractor shall be responsible for the traceability of subcontractor data. The nonperformance of the subcontractor does not relieve the Contractor from full end-item responsibility.

E. GENERAL REQUIREMENTS

In the performance of each task order, the Contractor shall provide all necessary personnel, supervisors, materials, services, management, equipment and facilities (except such materials, equipment, facilities, and services provided by the Government).

Before providing a quotation for a individual task order, the Contractor shall validate the contents of the Government-furnished Task Print Order Specification for completeness and accuracy, and acknowledge receipt in writing or by facsimile.

Recorded data includes structured data, images, graphics, full text, or any combination.

F. SPECIFIC REQUIREMENTS AND PERFORMANCE EXPECTATIONS

Individual orders will expand upon the generic requirements and performance specifications described in the Statement of Work.

NTIS will provide the contractor with orders that describe specific characteristics, quality level, quantity, labeling, packaging, insertion and shipping requirements.

G. STATEMENT OF WORK

1. Scope

These specifications cover the production of various self and separate cover books and pamphlets requiring such operations as film making, printing, binding, packing, and distribution.

Note: Production must be achieved by the printing process. Reproduction by copying or direct image masters is not acceptable.

2. Title

Books and Pamphlets.

3. Frequency of Order

Category 1 - Quantities up to and including
4,999 copies

Category 2 - Quantities of 5,000 up to and
including 24,999 copies

Category 3 - Quantities of 25,000 or more
copies

4. Quantity and Number of Pages

Since the volume of work which will be procured under this contract cannot be predetermined, no guarantee can be made as to the quantity and number of pages which will be ordered. However, it is anticipated that the requirements will be as follows:

Percentage of Orders	Number of Copies	Percentage of Orders	Number of Pages
35	Under 2,000	55	Up to 96
45	2,001 - 10,000	25	96-200
12	10,001 - 50,000	14	201-400
8	Over 50,000	6	Over 400

All orders placed must be at least 8 pages.

Approximately 80% of the total orders will require separate paper covers.

Approximately 5% of the total orders will require fold-ins (usually printed one-side only).

5. Trim Sizes

Various trim sizes will be ordered and paid for in their respective "Format" classification as follows:

Format "A" (as identified in the Schedule of Prices) will include any trim size up to and including 140 x 216 mm (5-1/2 x 8-1/2") (including album style).

Format "B" (as identified in the Schedule of Prices) will include any trim size over 140 x 216 mm (5-1/2 x 8-1/2") up to and including 210 x 273 mm (8-1/4 x 10-3/4") (including album style).

Format "C" (as identified in the Schedule of Prices) will include any trim size over 210 x 273 mm (8-1/4 x 10-3/4") up to and including 216 x 279 mm (8-1/2 x 11") (including album style).

It is anticipated that approximately 5 percent of the total orders will be for Format "A", approximately 10 percent of the total orders will be for Format "B" and approximately 85 percent of the total orders will be for Format "C".

6. Government to Furnish

Camera copy consisting of line art, previously printed line and halftone (rescreening required) material, computer generated screens (flat tones) and photo prints, some with overlays to be reproduced at various focuses. Contractor will be required to size copy.

Film negatives

Camera copy for ISBN/EAN Bar code and/or Price line.

On occasion, floppy diskettes (3-1/2" or 5-1/4") or cartridges (SyQuest 44 MB, -88 MB, 107 MB, 200 MB or 270 MB) for electronic output of reproduction medium. All disks and cartridges will be accompanied by a complete set of laser proofs. Files will be provided in the form of native, EPS and/or TIFF format and will have been prepared on either a Macintosh 7.0 or higher, or IBM (or compatible) with Windows platform. Software programs used on the Macintosh platform will be Aldus PageMaker, Quark Express, Adobe Illustrator, Aldus Freehand, and Adobe Photoshop; and programs used with Windows will be Aldus PageMaker, Corel Draw, Adobe Illustrator, and WordPerfect. Current or near current versions of the above mentioned programs will be used. NTIS Form "Desktop Publishing - Disk Information" will be provided with all disks.

Distribution List(s)

Preadressed, gummed, ungummed and Pressure-sensitive labels, 1, 3, and 4 across on marginally punched continuous sheets. Labels are ZIP code sorted.

Preadressed and unaddressed, postage and fees paid, gummed, labels of various sizes.

Computer disks or cartridges for mailing labels or addresses.

Camera copy for Postage & Fees paid labels.

One reproduction proof, NTIS Shipping Label.

A supply of blue labels for shipping Departmental Random copies.

NTIS proof label.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification

A.9 (Continued)

marks of any kind, etc., must not print on finished product.

7. Contractor to Furnish

All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

8. Films

The contractor must make all films required. All halftones are to be 150-line screen or as indicated on Print Order. Films may be opaqued on either the emulsion or non-emulsion side. The films returned to the government must be suitable for making press plates for subsequent reprinting without any retouching, opaquing, surprinting or any other hand or camera work.

Prior to image processing, the contractor is responsible for checking files contained on the furnished disks or cartridges to insure that such features as bleeds, register marks and correct file output selection have been provided for, so as to correctly generate films for publishing. The contractor must supply necessary trapping. The contractor must generate films on a high resolution image processor.

9. Proofs

Proofs will not be required on most orders. However, when so indicated on the print order, Contractor will be required to submit to the address indicated on proof label, color keys (3M, one piece laminated color or similar) for multiple-color products, book blues, or similar, (for single, or multi-color products) as specified. Furnished proof label must be filled in by the contractor and used on all proof packages.

NOTE: Proof hold time will begin upon their receipt at NTIS.

Proofs shall consist of complete signatures with all illustrations in proper position (not pasted up), and all pages imposed in correct location, exposed face and back, folded and trimmed to the finished size of the product. The contractor must not print prior to receipt of an "OK to print."

If any contractor's errors are serious enough in the opinion of NTIS to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted

A.9 (Continued)

in the specifications.

10. Stock/Paper

The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 10" dated July 1994.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine. The paper to be used will be indicated on each print order.

11. Text and Fold-ins

White Offset Book, grammage 60, 75, and 90, g/m2 (basis weight: 40, 50, and 60 lbs. per 500 sheets, 25 x 38"), equal to JCP Code A60.

Blue, Buff, Green, Pink, Salmon and Yellow Offset Book, grammage 75 g/m2 (basis weight: 50 lbs. per 500 sheets, 25 x 38"), equal to JCP Code A63.

White 100% Recycled Offset Book, grammage 60 g/m2 (basis weight: 50 lbs. per 500 sheets, 25 x 38"), equal to JCP code A70.

White Opacified Offset Book, grammage 90 g/m2 (basis weight: 60 lbs. per 500 sheets, 25 x 38"), equal to JCP Code A80.

White Litho (Gloss) Coated Book, grammage 90 g/m2 (basis weight: 60 lbs. per 500 sheets, 25 x 38"), equal to JCP code A170.

White Litho (Gloss) Coated Book, grammage 105 g/m2 (basis weight: 70 lbs per 500 sheets, 25 x 38"), equal to JCP Code A180.

White Matte Coated Offset Book, grammage 90 and 105 g/m2 (basis weight: 60 and 70 lbs per 500 sheets, 25 x 38"), equal to JCP Code A240.

White Dull Coated offset Book, grammage 90 and 105 g/m2

A.9 (Continued)

(basis weight: 60 and 70 lbs. per 500 sheets, 25 x 38"), equal to JCP Code A260.

12. Cover

White, Blue, Buff, Green, Pink, Salmon and Yellow Index, grammage 200 g/m2 (basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2"), equal to JCP Code K10.

White Litho (gloss) Coated cover, grammage 160 and 215 g/m2 (basis weight: 60 and 80 lbs. per 500 sheets, 20 x 26"), equal to JCP Code L10.

White Matte Coated Cover, grammage 175 and 215 g/m2 (basis weight: 65 and 80 lbs per 500 sheets, 20 x 26"), equal to JCP Code L50.

White Dull Coated Cover, grammage 160 and 215 g/m2 (basis weight: 60 and 80 lbs. per 500 sheets, 20 x 26"), equal to JCP Code L60.

Killarney Green, Peach Tan and Dutch Blue Vellum-Finish Cover, grammage 135 g/m2 (basis weight: 50 lbs. per 500 sheets, 20 x 26"), equal to JCP Code L20.

White, Venice Blue, Victoria Green, Canary Yellow, Sun Orange, Light Gray and Vermillion Red Vellum-Finish Cover, grammage 135 and 175 g/m2 (basis weight: 50 and 65 lbs. per 500 sheets, 20 x 26"), equal to JCP code L20.

13. Printing

The major portion of the work ordered under this contract will print in black ink. However, an occasional order may require printing in a color or colors (process or two, three, or four-color printing) other than, or in addition to black, on text, covers, and/or fold-ins. Vegetable based inks for all colors, including black, will occasionally be required when indicated on the Print Order. Match Pantone number(s) as indicated on the print order.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars must show areas consisting of 3/16 x 3/16" minimum solid color patches; tint patches of 25, 50, and 75%, dot gain scale (such as, BRUNNER, GATF, GRETAG, or RIT); and gray balance patches for process color (if applicable). These areas must be repeated across the entire press sheet.

An occasional order may require flood and/or spot coating (after printing) the surface of cover pages 1 and 4 and/or 2 and 3 with varnish or lacquer to prevent scratching or smearing as specified on the Print Order.

While it is anticipated that most of the jobs ordered under these specifications will consist of type pages and line illustrations, some jobs will also contain halftones/flat tones. Reverse printing on covers and text may also be ordered. Trapping of halftones, flat tones and ink colors may be required. All lengthwise backstrip titles must read down, unless otherwise specified on print order.

An occasional order may require fold-ins or similar material larger than page size which may be printed on one side only or both sides. The majority of fold-ins ordered will be printed one side only. Maximum length of fold-ins (including apron) will be 1 143 mm (45").

14. Press Sheet Inspection

Final make ready press sheets may be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all make ready sheets that preceded approval. When a press sheet inspection is required, it will be specified on the individual print order. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

15. Margins

Margins will be as indicated on the print order or furnished copy. Cover and text pages may bleed. When spine copy is furnished, contractor will determine spine thickness and adjust backstrip, if necessary. Type must center on width of backstrip.

16. Binding

Various binding styles will be ordered in each of the formats in accordance with these specifications.

Although no guarantee can be made, it is anticipated that approximately 45% of the total orders placed under this contract will be for saddle-stitched products, approximately

A.9 (Continued)

45% for perfect-bound products, approximately 5% for looseleaf (trimmed 4 sides or perforate-on-back-fold) products, and approximately 5% for paste on fold products.

Each print order will contain complete binding instructions.

17. Saddle Stitch Products

Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

An occasional order will require paste-on-fold and trim three sides in lieu of saddle stitching.

18. Perfect-bound Products

Perfect-bind text and wraparound cover; trim three sides. Covers trim flush.

An occasional order will require side-wire stitch text in two places, glue on wraparound cover and trim three sides.

19. Looseleaf Products

Products that perforate-on-fold in one of the following: without stitches, or side-stitch with one or two wire stitches (as ordered), and trim three sides.

Products that side-stitch with one or two wire stitches (as ordered), and trim four sides not to exceed 19 mm (3/4") in width.

One- or two-piece separate paper covers may be required. An occasional order may band or shrink-film wrap.

Fold-ins: Fold-ins may require up to five folds, with the majority consisting of parallel folds only. An occasional order may require angle folds. Fold-ins will be ordered tipped-in or inserted throughout text, or gathered in sets at the end of text. Specific instructions for placement of fold-ins will be furnished with the print orders.

When angle folds are required, fold-ins are to be lipped or angle cut for easy opening. Drill like text (when required).

Perforating: An occasional order may require individual leaves to be perforated (slit or slot) off the fold. Perforations may be ordered horizontal or vertical, as specified on the print order.

Additional Folding: Occasionally, pasted pamphlets of 16 pages or less will require one or two additional folds down to one-half or thirds of the specified trim size.

Drilling: Approximately 15% of the total orders may require drilling up to seven round holes. The majority of these orders will be ordered with 3-hole drilling. Dimensions for drilling will be indicated on the print order.

Separator Sheets: An occasional order will require inserting separator sheets between copies or between sections within perfect bound or looseleaf copies.

Tabs: An occasional order will require tabs on separator sheets for identifying sections of the book. The print order is to specify the number and size of the tabs.

Lamination: Approximately 10% of the total orders may require laminating the dividers, tabs, or a combination of tabs and dividers as specified on each print order. Laminate the entire surface with clear gloss polyesters (such as polyethylene terephthalate), polypropylene, vinyl or cellulose acetate, having a thickness of .0003". Also laminate the entire surface of both sides of each divider (including the lips or individual tabs), after printing, with a thickness of .0015". The laminated product must have no distortion of the printed matter and must remain clear and legible.

20. Packing

The method of packing will be indicated for each individual print order.

Shipping containers shall have a minimum bursting strength of 1 800 kPa (275 pounds per square inch) or a minimum edge crush test (ECT) of 7 700 N per m width (44 pounds per inch width).

Shrink-film packaging: Shrink-film for self-mailers to conform to current standards in the DMM (Domestic Mail Manual) of the United States Postal Service.

Individual orders may require collating into sets, wrapping, shrink-film packaging, banding, tying, inserting in kraft envelopes, cushioned shipping bags, shipping bundles, packing and sealing shipping and mailing containers, packing on pallets, and marking packages and shipping bundles or containers by printing, stenciling, or labeling.

Pallets will be required on ALL shipments.

Bulk Deliveries/Shipments: Pack in shipping containers not to exceed 20.4 kg (45 lbs.) when fully packed. Exception: Weight limitation of 20.4 kg (45 lbs.) may be exceeded to comply with specifications when a specific quantity per shipping container or bundle is ordered.

21. Mailed Shipments

Single copies, excepting those sent to foreign destinations may be mailed as self-mailers.

Single copies sent to foreign destinations must be inserted into envelopes. Insert single or multiple copies (up to 200 leaves) into kraft envelopes.

Quantities over 200 leaves, up to 5.4 kg (12 lbs.), must be inserted into cushioned shipping bags or wrapped in shipping bundles (maximum gross weight 6.3 kg (14 lbs.)).

Quantities over 5.4 kg (12 lbs.), up to 10.8 kg (24 lbs.), must be wrapped in shipping bundles or packed in small shipping containers (maximum gross weight 12.2 kg (27 lbs.)).

Quantities over 10.8 kg (24 lbs.), up to 16.3 kg (36 lbs.), must be packed in shipping containers (maximum gross weight 18.1 kg (40 lbs.)).

Individual Mailing Containers: When indicated on the print order, an occasional order may require that books (500 pages or more) are to be packaged in printed individual mailing containers. NOTE: For ALL NTIS orders and/or as indicated on print order, a minimum of 76 mm (3") wide Class 2, Type I asphaltic and Type II nonasphaltic, glass or sisal filament reinforced tape that conforms to Federal Specification PPP-T-45 must be used to seal container.

Individual mailing containers for domestic use shall have a minimum bursting strength of 1,300 kPa (200 pounds per square inch) or minimum edge crush test (ECT) of 5,600 N per m width (32 pounds per inch width).

22. Packing List Each shipment except envelopes/packages that are mailed, shall contain a packing list showing the following data:

- a) Name and address of consignor;

A.9 (Continued)

- b) Name and address of consignee;
- c) requisition, program, print order, jacket numbers; and
- d) bill of lading number if any.
- e) description of the material shipped, including:
 - (1) Publication number and title, if applicable, and date;
 - (2) quantity per container and total quantity;
 - (3) total number of containers; and
 - (4) total number of pallets.

Each packing list must be sealed in a waterproof envelope, secured to the outside of the container on the upper left front of the pallet and in the case of truckload shipments be placed near the tailgate of the trailer.

23. Labeling and Marking

Reproduce shipping/mailling Container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

24. Schedule

Adherence to the schedule established on the individual Print Order must be maintained. Contractor must not start production of any job prior to receipt of the individual print order.

Furnished material and proofs must be picked up from and delivered to the National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161 or as indicated on the print order. No definite schedule can be predetermined. However, furnished material for the first order may be available for pickup on approximately three (3) months after contract award.

Schedules begin the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

A.9 (Continued)

No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for revised proofs if the contractor's errors are judged serious enough to require them.

The delivery date scheduled, unless specified otherwise, will be indicated on the print order and shall bind the contractor when the print order has been accepted. In the event the scheduled date carried on the print order is a Saturday, Sunday, or holiday, delivery on the next workday, following the date entered on the print order, will be considered to be in compliance with the schedule.

Evidence of shipment will suffice in lieu of actual delivery receipts for purposes of billing. Adjustments will be made, as necessary, if discrepancies between shipping and delivery receipts occur.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the National Technical Information Service (NTIS) of the date of shipment (or delivery, if applicable). Call (703) 487-4720.

All prices bid are FOB destination except as indicated in Section 1 "Shipping Charges". Unless otherwise instructed ship one complete set of films, one sample copy, and a copy of the print order WITHIN 10 WORKDAYS OF THE DELIVERY/SHIP DATE to NTIS, 5285 Port Royal Road, Springfield, Virginia 22161 marked: "Films and samples and Print Order Number."

Complete addresses and quantities will be furnished with the print orders.

The contractor is cautioned that labels containing "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under this contract.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Orders which result in mailings of less than 200 pieces or less than 22.7 kg (50 lbs.) will require the contractor to

A.9 (Continued)

apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the voucher for billing.

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete Certificate of Conformance supplied by NTIS and the appropriate mailing statement or statements, supplied by USPS.

Bar Coding: Approximately 40% of the orders will require bar coding of the stock numbers on package label and/or shipping containers for products produced under these specifications. The contractor shall produce "Bar Code Markings" using standard 3 of 9 (Code 39) bar code system, for noncontact reading, in accordance with Mil. Std. 1189. The bar code must be positioned in accordance with Fed. Std. 123.

24. Departmental Random Copies (Blue Label)

All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by NTIS certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Books	
Quantity Ordered	Number of Sublots
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected copies must be packed separately and identified by a special Government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list or to the largest consignment unless otherwise specified on the Print Order.

A copy of the PRINT ORDER/SPECIFICATION and signed Government furnished certificate of selection, must be included.

25. Quality Assurance Levels

Quality Assurance Levels and Standards: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes -- Level II
- (b) Finishing Attributes -- Level II

26. Quality Assurance Random Copies

In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by NTIS certifying that copies were required to execute a statement furnished by NTIS certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Address will be furnished for mailing the quality assurance random copies. The copies are to mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

27. Distribution

For compliance purposes, all shipments over 54.4 kg (120 lbs.) shall be monitored in terms of receipt at destinations. The delivery date indicated on the print order is the date products ordered MUST be delivered to the destination(s) specified unless indicated otherwise.

28. Return of Government Furnished Material

The contractor must return all camera copy and/or negatives furnished by the Government along with any negatives made by the contractor and one (1) sample copy. The films returned to the government must be suitable for making press plates for subsequent reprinting without any retouching, opaquing, surprinting or any other hand or camera work. Films, whether

A.9 (Continued)

made by contractor or furnished by NTIS, must be removed from the masks or flats. All stripping material must be cleanly removed, gathered in page sequence, and packed flat. These materials must be packaged and returned separate from the entire job via Registered Mail or any other traceable means.

The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.

All Government furnished material SHALL be returned with 10 workdays after delivery of the order.

All expenses incidental to returning materials and furnishing sample copies, shall be borne by the Contractor.

29. Transmittal/Delivery

Supplier agrees to ship or deliver completed work on the data specified on each individual order. Failure to comply due to negligence may result in termination of this order/contract.

30. Government Provided Items

Supplier agrees to furnish all materials, labor and supervision to perform the services described in contract.

CONTRACT CLAUSES

B.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (AUG 1996)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

B.1 (Continued)

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make

B.1 (Continued)

payment in accordance with the clause at FAR 52.232.33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause,

B.1 (Continued)

the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL
ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

XX (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

XX (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));

— (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

XX (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

XX (6) 52.222-26, Equal Opportunity (E.O. 11246).

XX (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

XX (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

XX (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

— (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).

— (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C.

B.2 (Continued)

2501-2582).

____ (12) Reserved.

___ (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).

___ (14) 52.225-19, European Union Sanction for Services (E.O. 12849).

___ (15) (i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

____ (ii) Alternate I of 52.225-21.

___ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

B.2 (Continued)

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

B.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through one (1) year thereafter. If an option year is exercised, the period of performance will be extended to include that option year.
- (b) All delivery orders or task orders issued hereunder are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

When submitting a facsimile response, the Contractor agrees to be bound by the facsimile authorized signature the same as if submitted under an original signature.

B.4 ORDERING PROCEDURES

Any services to be furnished under this contract shall be ordered by the issuance of task orders by the Contracting Officer at the National Institute of Standards & Technology, Gaithersburg, Maryland or by the Administrative Contracting Officer at the National Technical Information Service, Springfield, Virginia.

Task orders issued hereunder shall be the instrument for the solicitation of proposals, submission of proposals, and placement of task order requirements under this contract.

As an instrument of solicitation, task order proposals shall cite the following, as may be applicable:

- (a) A reference of this contract, appropriation data, and due date for receipt of proposals.
- (b) A detailed description of work to be accomplished including, when appropriate, references to specific plans and/or specifications, etc.
- (c) Period of Performance.
- (d) Special terms and conditions, as applicable.

Task orders issued under this contract shall be numbered as follows:

B.4 (Continued)

Task Order No. 1 issued by NIST will be numbered 56SBNB .

Modification No. 1 to the task order will be numbered 0001.

Each task order will also be assigned a project number which will be numbered consecutively.

As an instrument for the submission of proposals, the Contractor shall submit a bonafide, firm fixed-price type proposal and technical proposal in response to each task order in sufficient detail as will permit proper evaluation, negotiations (if necessary), and/or acceptance thereof. Proposals shall be submitted initially on the most favorable terms from a price and technical standpoint to the Government. The Government reserves the right to accept or reject the initial proposal without further discussions.

Upon acceptance of the Contractor's proposal by the Government or upon conclusion of an agreement by both parties, the task order shall be executed as a separate document and shall constitute authorization for the Contractor to proceed with the accomplishment of the work.

B.5 DETERMINATION OF AWARD AND PLACEMENT OF WORK

Procurements under this solicitation will be divided into three categories as follows:

- Category 1: Quantities up to and including 4,999 copies.
- Category 2: Quantities of 5,000 up to and including 24,999
- Category 3: Quantities of 25,000 or more copies.

The Government may make multiple awards in each category since it is anticipated that one firm may not be able to meet all of the requirements. Award will be based upon price, past performance, and schedule compliance.

Each order will be individually abstracted to determine the lowest bid.

In placing work, the Government will first communicate with the low contractor in each category to determine whether or not at that time one or more orders for specified quantities can be accepted for shipment within the time required by the Government. The Government will be obligated to place each order with the low contractor first, the next lowest contractor second, and so on

B.5 (Continued)

until the job has been accepted. Placement of orders shall be made only to those contractors whose prices are determined to be fair and reasonable. The low contractor and each successive next low contractor shall be obligated to accept the order except when the shipping schedule cannot be met. Contractors refusing to accept orders with the requested deliver/ship date shall be required to provide the best date that can be met. When the contractor accepts, a formal print order will be issued.

Due to the urgency of the work offered, orders may be placed by telephone or faxed. The contractor must reply within 30 minutes as to whether or not the order can be accepted.

Any contractor's position in the sequence of awards may be jeopardized by consistently refusing work of one type and accepting work of another. When such an instance is found, the contractor involved will be notified and unless prompt adjustment in order acceptance is the lowest cost to the Government, the contractor may be disqualified from further participation under this contract.

Exception: Noncompliance with the shipping and/or delivery schedule, quality, or any other term, condition, or specification of this contract will be cause, and NTIS reserves the right to withhold further orders until the contractor is judged by the Government to have established procedures to fulfill the requirements.

Bidders shall state the location of the plant from which this product(s) will be shipped.

Transportation charges are a factor in determining offering sequence.

B.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

B.6 (Continued)

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SIXTY (60) DAYS BEYOND THE END DATE OF THE CURRENT PERIOD OF PERFORMANCE.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 ATTACHMENTS

1. - SCHEDULE OF PRICES, 100 pages (available as hard copy mailing package only).
2. - SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION (DRAFT), 12 pages (available as hard copy mailing package only).
3. - SAMPLE TASK ORDER, 5 pages (available as hard copy mailing package only).

SOLICITATION PROVISIONS

D.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 1995)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all

D.1 (Continued)

terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the

D.1 (Continued)

solicitation.

- (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 ((202) 755-0325/0326).
- (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610)607-2667/2179).
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

D.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1995)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

All offers will be evaluated on the following technical criteria:

- A. Technical Capability
- B. Past Performance
- C. Corporate Experience
- D. Schedule Compliance

Technical excellence is significantly more important than price. Technical factors, and subfactors, will receive a point score along with a narrative description. Prices will

D.2 (Continued)

be evaluated for realism and reasonableness based upon the Schedule of Prices and sample task order.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

D.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS
COMMERCIAL ITEMS (JAN 1997)

- (a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a

D.3 (Continued)

publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care

D.3 (Continued)

services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

D.3 (Continued)

- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [] is, [] is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

D.3 (Continued)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

- (1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- (2) Previous Contracts and Compliance. The offeror represents that--

(i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It [] has, [] has not, filed all required compliance reports.

- (3) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be

D.3 (Continued)

paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

- (f) Buy American Act-Trade Agreements-Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act-Trade Agreement-Balance of Payments Program, is included in this solicitation.)

- (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

- (2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____

(List as necessary)

- (3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause

D.3 (Continued)

entitled "Buy American Act-Trade Agreements-Balance of Payments Program:"

(Insert line item numbers)

- (ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act-Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

- (g) (1) Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

- (ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____

(List as necessary)

- (iii) Offers will be evaluated by giving certain

D.3 (Continued)

preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

- (iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.
- (2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:
 - (g) (1) (iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

D.3 (Continued)

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

D.4 1352.233-2 SERVICE OF PROTESTS
(DEVIATION FAR 52.233-2) (OCT 1995)

(a) Protests, as defined in 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer and the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation by obtaining written and dated acknowledgment of receipt from the Contracting Officer or the head of the contracting office or designee located at:

NATIONAL INSTITUTE OF STANDARDS & TECHNOLOGY
ACQUISITION & ASSISTANCE DIVISION
BUILDING 301, ROOM B117
GAITHERSBURG, MD 20899-0001
ATTN: PAULINE E. MALLGRAVE

D.4 (Continued)

and from the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation located at the U. S. Department of Commerce, Herbert C. Hoover Building, Room H5893, 14th Street between Pennsylvania and Constitution Avenues, N. W., Washington, D. C. 20230.

- (b) The copy of any protest shall be received in the office designated above on the same day as a protest is filed with the GSBCE or within one day of filing a protest with GAO.
- (c) In this procurement, you may not protest to the GSBCE because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBCE is a correct forum.)

D.5 REGULATORY NOTICE

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

D.6 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

D.7 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

D.8 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 100% (b) Type of set-aside: Small Business

D.9 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON
RECYCLED PAPER (JUN 1996)

- (a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.
- (b) The 20 percent standard applies to high-speed copier paper, offset paper, forms, bond, computer printout paper, carbonless paper, file folders, white, woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.